



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Grape Bowl All-Weather Surface Project to Western Engineering Contractors, Inc., of Loomis (\$592,675), Approving Purchase and Installation of All-Weather Surface through Fieldturf USA, Inc., of Montreal, Quebec (\$686,000) and Appropriating Funds (\$1,366,000)

MEETING DATE: April 7, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Lodi Grape Bowl All-Weather Surface Project to Western Engineering Contractors, Inc., of Loomis, in the amount of \$592,675, approving purchase and installation of all-weather surface through Fieldturf USA, Inc., of Montreal, Quebec, in the amount of \$686,000, and appropriating funds in the amount of \$1,366,000.

BACKGROUND INFORMATION: The project will consist of an all-weather playing field, an 18-inch concrete curb, and a sidewalk path of travel to the handicapped parking area, all as presented in Exhibit A.

Plans and specifications for this project were approved on March 3, 2010. The City received the following nine bids for this project on March 24, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$600,000
Western Engineering Contractors	Loomis	\$592,675
Goodland Landscape	Tracy	\$672,000
Doug Veerkamp Engineering	Placerville	\$695,769
A.M. Stephens Construction	Lodi	\$699,850
Diede Construction	Woodbridge	\$707,000
Lamon Construction	Yuba City	\$758,000
McGuire and Hester	Oakland	\$764,000
*Roebbelen Contracting	El Dorado Hills	\$588,000
**Ford Construction	Lodi	\$699,700

*Contractor only acknowledged receipt of Addendum No. 1.

**Contractor did not acknowledge receipt of any addenda.

Staff is recommending that the bids from Roebbelen Contracting and Ford Construction be rejected as non-responsive as their bid proposals did not include the receipt of addenda. There were two addenda and Addendum No. 2 added to the plans the Contractor's requirement to purchase and install geotextile fabric as part of the subgrade preparation. The City's design consultant estimated the cost of the fabric would increase the project cost by \$40,000. Roebbelen now asserts that the fabric was calculated in its bid and that Stockton Blue emailed the addendum to the wrong email address. Neither assertion allows the City to waive the failure to acknowledge receipt of the addendum.

APPROVED: 
Blair King, City Manager

The City must reject bids that do not comply with bid requirements unless the discrepancy does not 1) affect the amount of the bid; 2) give a bidder an advantage over others; 3) be a potential vehicle for favoritism; 4) influence others to avoid submitting bids; or 5) affect the ability to make bid comparisons (Ghillotti v Richmond 45 CA 4th 597). In this case, the City cannot hold Roebbelen to the requirement to pay for and install the \$40,000 worth of fabric because it did not acknowledge receipt of the addendum or expressly list the fabric as included in its bid. This could give Roebbelen an advantage in that it had the opportunity to see the other bid results before deciding whether to assert that the amount was included in or not included in their bid (i.e., Roebbelen could say the \$40,000 was in its bid if the next lowest bid was less than \$40,000 more than their bid or say it was out if it was more than \$40,000, giving them the option of either price point). It should be noted that staff is not accusing Roebbelen of attempting to exploit the bidding process. We agree this was probably an administrative error and it is likely that they honestly did include it in their bid. However, the bidding rules permit no exceptions where bid manipulation is possible, regardless of whether it actually happened.

Roebbelen's last issue is that they did not receive the email from Stockton Blue that forwarded Addendum No. 2. Unfortunately, that would only allow the City to reject all bids and rebid, not forgive the discrepancy. Staff does not recommend that option because 1) Roebbelen was told at a mandatory prebid meeting that a second addendum was forthcoming requiring contractor-supplied fabric; and 2) Roebbelen was also sent and received a second timely copy of Addendum No. 2 via facsimile.

Staff is also requesting Council approval for the purchase and installation of the all-weather surface through Fieldturf USA, Inc., using the California Multiple Award Schedule (CMAS) Contract No. 4-06-78-0031A. The State of California has developed a list of pre-approved all-weather surface manufacturers. The CMAS process will save the City some time and costs and will also eliminate the possibility of receiving bids from a less desirable supplier. The cost for the purchase and installation is estimated to be \$686,000.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

On January 6, 2010, City Council earmarked \$1,050,000 for the installation of all-weather surface at the Grape Bowl. To date, approximately \$18,000 has been encumbered for printing and advertising costs and for the installation of lighting at this location, leaving \$1,032,000 for the construction work at the site and for the purchase of the field. It is estimated the final construction cost will be approximately \$680,000 for installation and \$686,000 for the purchase of the field turf, totaling \$1,366,000.

Council should also be aware that this all-weather surface project will only provide sufficient turf coverage to allow for the programming of football and soccer games. An aggregate base surface will be placed at the east and west ends of the Grape Bowl and also along an 11-foot strip between the all-weather surface and the bleachers. The scope of the all-weather surface project was scaled back in the hopes that the City would receive bids within our budgeted amount of \$1,032,000.

FISCAL IMPACT:

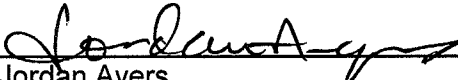
Installing an all-weather surface at the Grape Bowl with its existing amenities is less expensive than constructing a synthetic field at another location and adding the same amenities that exist at the Grape Bowl. Several conventional grass fields would need to be constructed to equal the


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April 7, 2010
Page 3

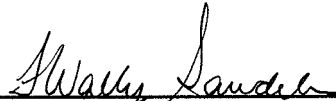
same recreational programming capacity as one all-weather surface. General Fund annual maintenance costs would be approximately \$30,000 less than a comparable grass field.

FUNDING AVAILABLE: Requested Appropriation from Grape Bowl Project Account or
Parks Impact Mitigation Fees (1217005): \$1,366,000

Site Work: \$680,000 (includes 14.7% contingency)
Turf: \$686,000


Jordan Ayers
Deputy City Manager/Internal Services Director


James Rodems
Interim Parks and Recreation Director

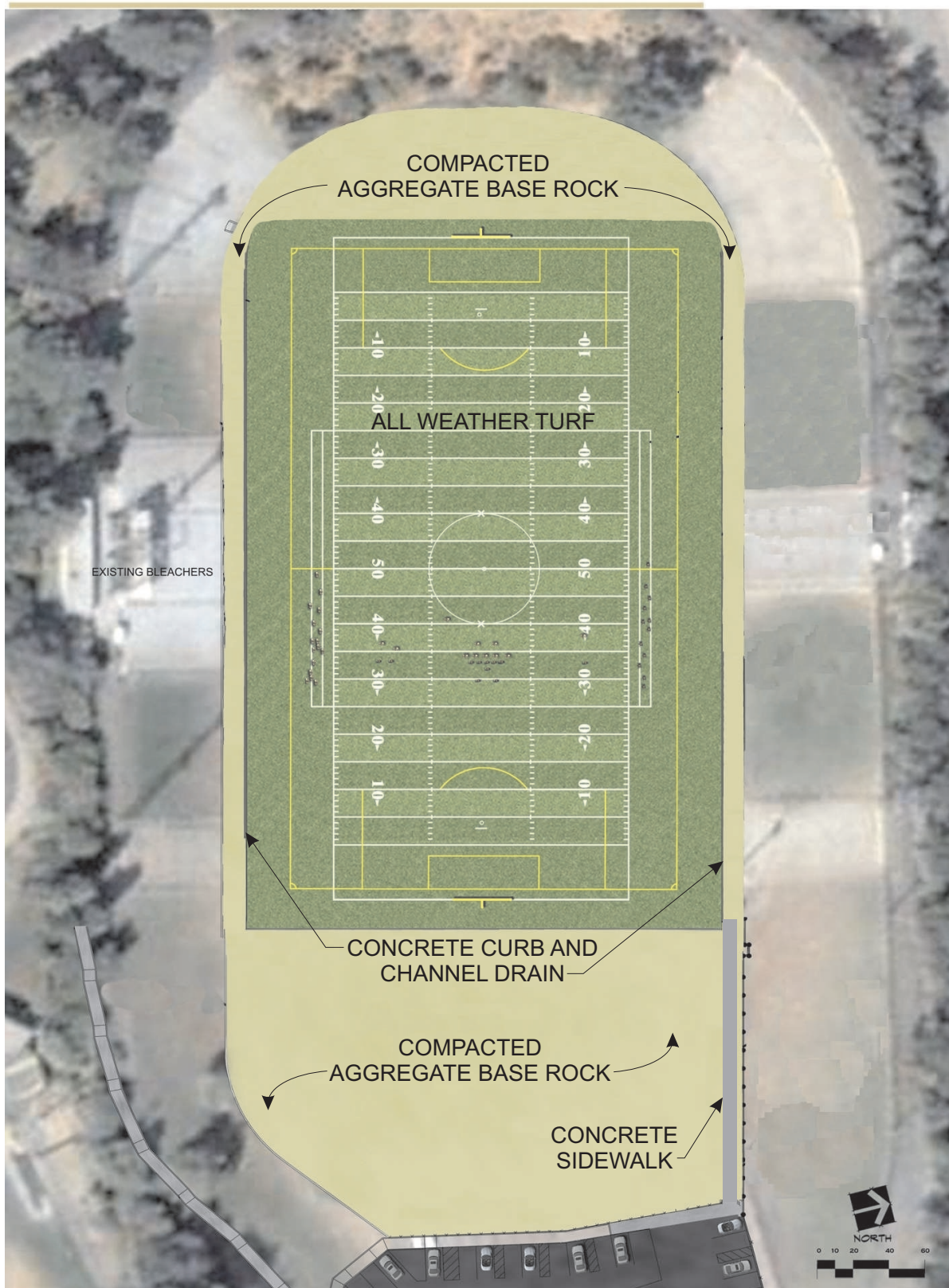

F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
Attachment

cc: City Attorney
Parks Superintendent

Purchasing Officer
Management Analyst Areida-Yadav

Exhibit A



GRAPE BOWL
LODI, CA



**LODI GRAPE BOWL
ALL WEATHER TURF PROJECT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and WESTERN ENGINEERING CONTRACTORS, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice inviting Bids	The July 2006 Edition
Information to Bidders	Standard Specifications
Bid Proposal	
Contract	
Specifications Division One and Two	
Geotechnical Report	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Abbreviated Written Summary / Scope of work: Briefly and without force and effect upon the Contract Documents, the work of the Contract can be summarized to include as follows:

1. Construction of base for a new synthetic turf football / soccer field. (Synthetic turf system to be owner provided and installed NIC)
2. Perimeter paving, drainage, site furnishing improvements, and utility upgrades.
3. Demolition of existing field, structures, fencing, paving and utilities as indicated on the drawings.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Perform the work necessary to construct new football/soccer field as shown on the plans and specifications for "Lodi Grape Bowl All Weather Turf Project" and as prepared by Beals Alliance.	LS	1	\$592,675.00	\$592,675.00
				TOTAL	\$592,675.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 40 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

Rev. _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2010-42

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR LODI GRAPE BOWL
ALL-WEATHER SURFACE PROJECT, APPROVING
PURCHASE AND INSTALLATION OF ALL-WEATHER
SURFACE USING CALIFORNIA MULTIPLE AWARD
SCHEDULE, AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 24, 2010, at 11:00 a.m. for the Lodi Grape Bowl All-Weather Surface Project, described in the plans and specifications therefore approved by the City Council on March 3, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Western Engineering Contractors	\$592,675
Goodland Landscape	\$672,000
Doug Veerkamp Engineering	\$695,769
A.M. Stephens Construction	\$699,850
Diede Construction	\$707,000
Lamon Construction	\$758,000
McGuire and Hester	\$764,000
*Roebbelen Contracting	\$588,000
**Ford Construction	\$699,700

*This bid did not include Receipt of Addendum No. 2 and is considered non-responsive.

**This bid did not include Receipt of Addendum for either addenda and is considered non-responsive.

WHEREAS, staff recommends that the bids from Roebbelen Contracting and Ford Construction be rejected as non-responsive as their bid proposals did not include the receipt of addendum; and

WHEREAS, staff recommends awarding the contract for the Lodi Grape Bowl All-Weather Surface Project to the lowest responsive bidder, Western Engineering Contractors, Inc., of Loomis, California; and

WHEREAS, staff recommends the purchase and installation of the all-weather surface through Fieldturf USA, Inc., of Montreal, Quebec, using the California Multiple Award Schedule (CMAS Contract No. 4-06-78-0031A); and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Grape Bowl All-Weather Surface Project to the lowest responsive bidder, Western Engineering Contractors, Inc., of Loomis, California, in the amount of \$592,675; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the purchase and installation of the all-weather surface through Fieldturf USA, Inc., of Montreal, Quebec, in the amount of \$686,000 utilizing the California Multiple Award Schedule (CMAS Contract No. 4-06-78-0031A); and

BE IT FURTHER RESOLVED that funds in the amount of \$1,366,000 be appropriated from Parks Impact Mitigation Fee Fund for this project. The amount of \$334,000 will be established as a loan from the Parks impact Mitigation Fee Fund to be repaid with interest from the Waste Management Grape Bowl contribution.

Dated: April 7, 2010

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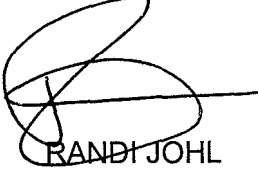
I hereby certify that Resolution No. 2010-42 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 7, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mayor Katzakian

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk